



OVER 100 YEARS OF SUPERIOR SERVICE

Artesian Water Company



Artesian Wastewater Management



Artesian Utility Development



Artesian Water Pennsylvania



Artesian Water Maryland



Artesian Wastewater Maryland

Via DelaFile

November 23, 2015

Ms. Donna L. Nickerson, Secretary  
Delaware Public Service Commission  
861 Silver Lake Boulevard  
Cannon Building, Suite 100  
Dover, Delaware 19904

Dear Ms. Nickerson:

RE: Artesian Water Company, Inc. Response to Customer Complaint

Enclosed for filing please find the response of Artesian Water Company, Inc. in regard to the formal complaint of Al and Bea Mercatante styled as PSC Docket No. 15-1518.

Please feel free to contact me at (302) 453-6995 should you have any questions regarding this application.

Sincerely,

A handwritten signature in blue ink that reads "David L. Valcarengi".

David L. Valcarengi  
Manager of Rates and Regulation

cc: John J. Schreppler II

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF DELAWARE

IN THE MATTER OF THE COMPLAINT FILED	)	
BY AL AND BEA MERCATANTE AGAINST	)	PSC DOCKET NO. 15-1518
ARTESIAN WATER COMPANY, INC.	)	
CONCERNING PITTING OF METERS	)	
(FILED OCTOBER 30, 2015)	)	

ANSWER OF ARTESIAN WATER COMPANY, INC.

AND NOW, Artesian Water Company, Inc. ("Artesian" or "Company") hereby answers the formal complaint of Al and Bea Mercatante.

1.0 Admitted.

2.0 Admitted, except Denied that installation of the meter pit required the Complainant's permission.

3.0 Denied.

4.0 Admitted.

4.1 Denied. Artesian's current tariff at Paragraph 28 provides as follows:

"At the Company's sole discretion, meters may be installed in a meter pit or vault provided by the customer in accordance with Company specifications in a Company approved location that is at all times accessible for reading and repair. In cases where the Company determines it is not practical to place a meter within a meter pit or customer-supplied vault, the Company at the customer's expense shall install, own and maintain an internal meter set in accordance with Company specifications on the property in a location to be determined by the Company. In the event a remote meter reading device is installed on the building exterior, it shall be 3-5 feet above the finished grade and at a location that is both convenient and accessible for reading and repair. The Company will attempt, in mutual cooperation with the property owner, to locate the meter to the satisfaction of the property owner. Meters 1-1/2" or larger shall be installed with a bypass. A meter

must be installed before the water is turned on. Meter bars are not permitted. Meter pits shall conform to standards in use by the Company for service at the location. The ownership and maintenance of meter pits are transferred to and remain the responsibility of the Customer.”

By way of further answer, Artesian avers that there was nothing to be negotiated about the location of the meter pit; the pit must be located on the customer’s property (as further discussed hereinafter) in alignment with the customer’s existing service line.

4.2 Admitted that Complainant seeks a remedy to relocate the meter pit onto State right-of-way. Denied that Artesian owns the meter pit. Denied that either Customer or Artesian has the lawful authority to locate the meter pit in State right-of-way.

5.0 Admitted. By way of further answer, on October 6, 2015 Complainant was informed over the telephone by Artesian’s Supervisor of Transmission and Distribution, John DiMaio, that pursuant to Artesian’s Tariff the Customer is the owner of the meter pit and responsible for maintenance and repair.

5.1 Admitted that Complainant has accurately quoted a portion of Paragraph 8 of Artesian’s Tariff. Denied that Paragraph 8 of Artesian’s Tariff requires the meter to be located at least 42 inches below the surface of the ground.

5.2 Artesian is without knowledge or information sufficient to answer the allegation that the freeze depth in New Castle County is 32 inches. Admitted that the top of the meter is approximately 18 inches below ground level.

5.3 Denied.

5.4 Denied that Complainant is entitled to the remedy that he seeks. By way of further answer, Artesian avers that pursuant to Paragraphs 30 and 31 of Artesian’s Tariff Customers are responsible for the cost of repairing frozen meters. Those paragraphs read as follows:

“30. Normal maintenance and repair of meters will be provided by the Company. Any damage caused by freezing or hot water shall be the responsibility of the customer. Damage resulting from external causes due to customer negligence or tampering shall be the responsibility of the customer.

31. The charge to the customer for removal, repair and reinstallation of a meter damaged because of freezing, hot water, tampering or customer negligence shall be based on labor and material costs.”

6.0 Admitted.

7.0 Admitted that Artesian installed a meter pit and meter on Complainant's property. Denied that the installation of same is illegal. Artesian is without knowledge or information sufficient to answer the allegation about Complainant's conversations with other persons.

8.0 Denied.

9.0 This paragraph is a question that contains no allegation of fact. As such, no response is required.

## FIRST AFFIRMATIVE DEFENSE

The Delaware Public Service Commission (“Commission”), has promulgated Minimum Standards Governing Service Provided by Public Water Companies, codified at Title 26 of the Delaware Administrative Code, Chapter 2001. Section 3.10.1 of these regulations provides as follows:

“Meter Installation. The meter shall be watertight and positioned in a horizontal plane with upstream and downstream shut-off valves allowing for adequate maintenance or removal. Meters shall be reasonably protected against frost, tampering and mechanical damage. Meters shall be reasonably accessible for service, inspection and reading. They should not be installed in such a manner that would pose an obstacle or hazard to customers or interfere with public safety.”

The regulation requires only that meters be “reasonably” protected from freezing, not absolutely protected. The remedies sought by Complainant are contrary to the Commission’s regulation. Locating the meter at the bottom of the meter pit, 42 inches below ground, would render those meters not “reasonably accessible for service, inspection, and reading.” A meter technician would not be able to reach the meter at that depth in order to service it. The meter would have to be installed in a large vault, large enough for the meter technician to enter. Because such a meter vault would constitute a confined space under applicable safety regulations, the meter technician would be required to wear a respirator and other safety apparatus and a second employee would have to be present above the confined space. The total cost to purchase and install such a vault is approximately TEN THOUSAND and 00/100 DOLLARS (\$10,000.00). The total cost to purchase and install the meter pit currently on Complainant’s property is ONE THOUSAND, FIVE HUNDRED and 00/100 (\$1,500.00). Artesian has over twelve thousand five hundred (12,500) customers with meter pits. The cost to replace all pits with vaults would be approximately ONE HUNDRED TWENTY-FIVE MILLION and 00/100 DOLLARS (\$125,000,000.00), to be borne either (i) individually by each vault owner or (ii) collectively by all Artesian’s customers in rates.

## SECOND AFFIRMATIVE DEFENSE

In order for the Complainant to have the meter pit installed in DelDot right-of-way, Complainant would have to execute with DelDot a Use and Occupancy Agreement. See 7 Del. Admin, Code, §2404.1.1. On information and belief, DelDot will not execute such an agreement with Complainant because Complainant cannot show a hardship that would qualify for placing the meter pit in DelDot's right-of-way.

## THIRD AFFIRMATIVE DEFENSE

The Complaint alleges facts not in the record and not supported by a signed, sworn verification as required by the Commission Rules of Practice and Procedure. 26 Del. Admin Code § 1001-1.7.2. Accordingly the Complaint should be dismissed.

Respectfully submitted,

By: 

John J. Schreppler II (Del. Bar No. 2089)

Vice President & General Counsel

Artesian Water Company, Inc.

664 Churchmans Road

Newark, DE 19702

(302) 453-6900 (T)

(302) 453-6957 (F)

[jschreppler@artesianwater.com](mailto:jschreppler@artesianwater.com)

Dated: 23 November 2015

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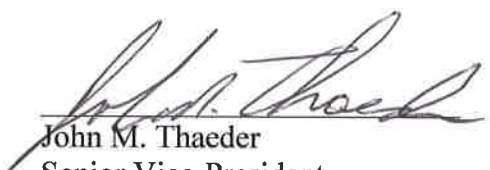
STATE OF DELAWARE

NEW CASTLE COUNTY

)  
) TO-WIT:  
)

Having been duly sworn the undersigned deposes and says:

1. I, John M. ThaeDer, am Senior Vice-President for Operations at Artesian Water Company, Inc.
2. My Office address is:  
  
Artesian Water Company, Inc.  
664 Churchmans Road  
Newark, DE 19702
3. The facts alleged in the foregoing Answer of Artesian Water Company, Inc. are true and correct to the best of my knowledge, information and belief.

  
John M. ThaeDer  
Senior Vice-President  
Artesian Water Company, Inc.

SWORN AND SUBSCRIBED before me,

This 23<sup>rd</sup> day of NOVEMBER, 2015,

  
Notary Public

Printed Name: Robin E Thompson

My Commission Expires: April 10, 2016

